



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

February 26, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION FOR RETROACTIVE PAYMENTS FOR SERVICES AND
AUTHORIZATION OF EXTENSION OF AMENDMENT NUMBER 1
TO AGREEMENT NUMBER 75115 WITH CUSA CC, LLC,
DBA: ANTELOPE VALLEY BUS, FOR VISITOR
BUS TRANSPORTATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Sheriff, or his designee, to make a retroactive payment in the amount of \$86,625 to CUSA CC, LLC, dba: Antelope Valley Bus (CUSA), for the transportation of persons visiting inmates housed at the Los Angeles County Sheriff's Department's (Department) Pitchess Detention Center (PDC).
2. Authorize the Chair to sign Amendment Number 1 to Agreement Number 75115 (Agreement) with CUSA, to continue to provide visitor bus transportation services for the first optional one-year period of November 14, 2007, through November 13, 2008, and approve an increase in the rate per bus for the remainder of the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these recommendations will authorize the Department to make payments to CUSA for services they provided from November 14, 2007, through February 29, 2008. Authorizing the Department to sign Amendment Number 1 to the Agreement will allow the contract to continue through its first optional one-year extension. The original term of the Agreement expired on November 13, 2007. The contract allowed for two (2)

A Tradition of Service

optional one-year extension periods, and an additional six (6) month extension option. The Department failed to execute its first optional one-year extension prior to the contract expiring on November 13, 2007.

The Amendment also allows for an increase in the rate per bus for full day from \$525 to \$600, and for half day from \$360 to \$380. The rate has not increased since the effective date of November 14, 2004, while the cost of diesel fuel has steadily increased. Ultra Low Sulphur Diesel is the only fuel source that meets the California Air Resource Board requirements and can be used to operate the buses covered by this Agreement. The contractor was not amenable to extending the contract for the first option year without the requested increase. The increase takes into consideration the anticipated rising fuel cost and all other costs associated with that commodity.

Approval of these actions will enable the Department to continue to provide uninterrupted service to persons visiting inmates housed at PDC. The Department is mandated to provide visitor access to inmates held in any of its custodial facilities.

Retroactive Contracts Review Committee

The Department met with the Retroactive Contract Review Committee (RCRC) to discuss our retroactive request, including our corrective action plan. The RCRC reviewed our request and recommended approval of the payment. The RCRC determined that:

- The retroactive situation occurred due to a change in assignments regarding responsibility for executing extensions under delegated authority;
- The Department quickly identified the oversight and worked with County Counsel and Chief Executive Office to rectify the situation; and
- The corrective action plan (on page 3) appeared sufficient as an additional control to monitor contract expiration dates for appropriate action.

In addition, the RCRC members observed that there may be a lack of understanding in other departments regarding execution of contract extensions under delegated authority. The RCRC recommended that the CEO issue clarifying language to all County departments reminding them that if a contract is allowed to expire, the department's delegated authority ceases.

Corrective Action

The Department is currently using a Contract Monitoring System to track Department contracts. Previously, the contract analyst had responsibility for reviewing the system and initiating actions for the maintenance of the analyst's own contracts. As a result of the CUSA contract, the Department's Contract Compliance Monitoring Unit will have responsibility for ensuring the maintenance of our Board-delegated contracts. In addition, the system will be reviewed regularly by the Department's Fiscal Administration Bureau management. All Department Contract Administration personnel will receive additional training relative to obtaining timely extensions prior to the contract's expiration.

Implementation of Strategic Plan Goals

The services provided by CUSA support the Los Angeles County Strategic Plan Goal 1, Service Excellence; and Goal 4, Fiscal Responsibility, by allowing the Department to efficiently provide visitor services for inmates' families and friends through an efficient, secure, and controlled process.

FISCAL IMPACT/FINANCING

The total cost of the retroactive payments for CUSA for services from November 14, 2007, through February 29, 2008, is \$86,625. The Department will continue to allocate the necessary funds throughout the duration of this Agreement. The total amount paid to CUSA is dependent on the number of buses used each day.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1997, the Department has been contracting for visitor transportation services at PDC. The complex is comprised of four (4) separate custodial facilities that are accessible by a road that is not open to the general public. For security purposes, public access to these facilities is regulated through the PDC's Visitor Center. The public is allowed to visit inmates on weekends and on designated holidays only. Visitors park outside the gated entrance, are screened at the Visitor Center entrance, and are then transported to and from the custodial facilities by CUSA's buses operated by CUSA's employees.

County Counsel has reviewed and approved the Amendment as to form.

The Honorable Board of Supervisors
February 26, 2008
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IMPACT ON CURRENT SERVICES

Approval of these actions will ensure uninterrupted visitor transportation services for visitors and will continue to ensure that the Department complies with its legally mandated responsibilities.

CONCLUSION

Upon approval and execution of the Amendment by your Board, please return two (2) adopted copies of this action to the Department's Contracts Unit for further processing.

Sincerely,

A handwritten signature in black ink, appearing to read "Leroy Baca", with a stylized flourish at the end.

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

**AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 75115
FOR THE VISITORS BUS TRANSPORTATION SERVICES**

This Amendment Number 1 ("Amendment Number 1") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and CUSA CC, LLC dba Antelope Valley Bus, a Delaware limited liability company, (hereinafter "CONTRACTOR"), effective as of _____, based on the following recital:

- A. WHEREAS, on October 19, 2004, COUNTY and CONTRACTOR entered into Agreement Number 75115 (hereinafter the "Agreement") to provide Visitor Bus Transportation Services for persons visiting inmates housed at the Los Angeles County's Pitchess Detention Center (PDC) on weekends and selected COUNTY-recognized holidays.

NOW THEREFORE, in consideration of the foregoing recital, all of which are incorporated as part of the Agreement, COUNTY and CONTRACTOR hereby further agree as follows:

1. This AGREEMENT is extended from November 14, 2007 to November 13, 2008, in exercise of the first option year. Section 5.4 of the Agreement (No payment for services provided following expiration/termination of contract) shall not apply to the period from November 14, 2007 to the date of execution of this Amendment.
2. Agreement, Section 2.0, Definitions, Sub-section 2.5 is deleted in its entirety.
3. Agreement Section 5.0, Contract Fees, Sub-section 5.5.5 is deleted and restated as follows: "All invoices under this Contract shall be submitted in two (2) copies to the following address:

Original to:
Sergeant James Wilson
Los Angeles County Sheriff's Department
Pitchess Detention Center - South Facility
29330 The Old Road
Castaic, California 91384
(661) 295-8829

Copy to:
Mai Tu
Accounts Payable
4700 Ramona Boulevard
Monterey Park, California 91754

4. Agreement Section 6.0, Administration of Contract - County, Sub-section 6.1, County's Project Director is changed to:
Lieutenant Drew Basey
Los Angeles County Sheriff's Department
Pitchess Detention Center - South Facility
29330 The Old Road
Castaic, California 91384
(661) 295-8824
5. Agreement Section 6.0, Administration of Contract - County, Sub-section 6.2, County's Project Manager is responsible for overseeing the day-to-day administration of this contract. The County's Project Manager is changed to:
Sergeant James Wilson
Pitchess Detention Center - South Facility
29330 The Old Road
Castaic, California 91384
(661) 295-8829
6. Agreement Section 6.0, Administration of Contract - County, Sub-section 6.3 County's Project Monitor, is deleted in its entirety.
7. Agreement Section 7.0, Administration of Contract - Contractor, Sub-section 7.1, Contractor's Project Manager, is changed to:
Darlene Cochran, General Manager
CUSA CC, LLC dba Antelope Valley Bus
3333 East 69th Street
Long Beach, California 90805-1809
(800) 642-3287 x121
8. Agreement Section 8.24 General Insurance Requirements, Sub-section 8.24.1 Evidence of Insurance, is delivered to:
Los Angeles County Sheriff's Department
William Smith, Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
9. Agreement Section 8.34, Notices, is changed as follows:

If to County: Lieutenant Drew Basey
Los Angeles County Sheriff's Department
Pitchess Detention Center - South Facility
29330 The Old Road
Castaic, CA 91384
(661) 295-8824

If to Contractor: Darlene Cochran, General Manager
CUSA CC, LLC dba Antelope Valley Bus
3333 East 69th Street
Long Beach, California 90805-1809
(800) 642-3287 x121

10. Agreement Section 8.40.8, is changed as follows:
Contractor shall obtain certificates of insurance, and deliver the documents to:
Los Angeles County Sheriff's Department
William Smith, Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
11. Exhibit B (Price Sheet) is deleted and restated as attached Exhibit B1.

Except as expressly provided in this Amendment Number 1, all other provisions, and conditions of the Agreement shall remain the same and in full force and effect.

CONTRACTOR represents and warrants that the person executing this Amendment Number 1 for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 75115
FOR THE VISITORS BUS TRANSPORTATION SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number 1 to be executed on its behalf by its duly authorized officers, effective as of

THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

by: _____
Deputy

By: CUSA CC, LLC

Signed: *Darlene Cochran*

Printed: DARLENE COCHRAN

Title: Vice President / General Manager

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: *Gary Gross*
Gary Gross
Principal Deputy County Counsel

EXHIBIT B1

VISITOR BUS TRANSPORTATION SERVICES CONTRACT PRICE SHEET

1. CONTRACT COST/BUS/DAY

Cost/Bus - Full Day	\$600.00
Cost/Bus - Half Day	\$380.00

If additional buses are required on any day, due to increased number of visitors, payment for the extra bus(es) will be based on the following:

Less than 4 hours of service -	Half Day Rate
More than 4 hours of service -	Full Day Rate

The time of service begins when bus arrives at PDC and ends when it leaves PDC for the day.

2. AFTER HOUR SERVICE

Regular service hours are 8:00 a.m. - 4:00 p.m. each day.

If services are required after 4:00 p.m., the compensation per bus will be on an hourly basis.

After hour service rate/bus	\$60.00
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